

SERFF Tracking Number:	NWLC-126445790	State:	Arkansas
Filing Company:	Nationwide Life Insurance Company	State Tracking Number:	44624
Company Tracking Number:	CI AND LTC RIDER		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	CI and LTC Rider		
Project Name/Number:	/		

## Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: CI and LTC Rider

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: NWLC-126445790 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 44624

Co Tr Num: CI AND LTC RIDER

State Status: Approved-Closed

Authors: Bobby Handley, Jonna  
Shields, Stevi Honaker, LaToyia  
Martin, Robin Golden

Reviewer(s): Linda Bird

Disposition Date: 01/25/2010

Date Submitted: 01/20/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Project Number:

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/25/2010

Deemer Date:

Submitted By: Jonna Shields

Filing Description:

Nationwide is submitting a new filing for a Critical Illness and Long Term Care Rider. These riders are to be included with the previously approved Group Term Life Policy. The filing does not contain any unusual or potentially controversial items from normal entity or industry standards. The company's home state of Ohio is being filed concurrently.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: The company's  
home state of Ohio is being filed concurrently.

Market Type: Group

Group Market Size: Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 01/25/2010

Created By: Robin Golden

Corresponding Filing Tracking Number:

NSHGTL 2000 was approved by the Department of Insurance on 04/21/2009, Serff Tracking # NWLC-126115288.

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Your response to this submission is appreciated. If you have any questions regarding this submission, please feel free to contact me. Thank you for your attention.

## Company and Contact

### Filing Contact Information

Jonna Shields, Compliance Specialist	shieldj@nationwide.com
5525 Parkcenter Circle	614-854-3049 [Phone]
Dublin, OH 43017	614-854-3469 [FAX]

### Filing Company Information

Nationwide Life Insurance Company	CoCode: 66869	State of Domicile: Ohio
5525 Parkcenter Circle	Group Code: 140	Company Type:
Dublin, OH 43017	Group Name:	State ID Number:
(614) 854-3375 ext. [Phone]	FEIN Number: 31-4156830	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	Yes
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	01/20/2010	33646598

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/25/2010	01/25/2010

<i>SERFF Tracking Number:</i>	<i>NWLC-126445790</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>CI and LTC Rider</i>		
<i>Project Name/Number:</i>	<i>/</i>		

## Disposition

Disposition Date: 01/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	NSHGTL 2400 CI - EOVS		Yes
Supporting Document	NSHGTL 2400 LTC - EOVS		Yes
Form	Critical Illness Rider		Yes
Form	Long Term Care Rider		Yes

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NSHGTL 2400 CI	Certificate Amendmen	Critical Illness Rider t, Insert Page, Endorseme	Initial		50.800	NSHGTL 2400 CI.pdf
	NSHGTL 2400 LTC	Certificate Amendmen	Long Term Care Rider t, Insert Page, Endorseme	Initial		56.300	NSHGTL 2400 LTC.pdf

**NATIONWIDE LIFE INSURANCE COMPANY**  
**Columbus, Ohio**

**CRITICAL ILLNESS RIDER**

Attached to and made part of this Policyholder's Group [Basic] [Voluntary] [Term] [Life Plan] Policy and each Certificate of Insurance issued under such policy. It is hereby agreed that the Policy and Certificate are amended by adding the Critical Illness Benefit provision as defined below. All other terms of the Policy and Certificate remain unchanged.

[The effective date of this rider is the effective date of the certificate to which this rider is attached.]  
[Effective Date: \_\_\_\_\_]

Subject to the Benefits and Limitations in the Policy and Certificate, this Rider allows You to obtain a portion of the proceeds from Your [Basic][and][Voluntary] Life Insurance with this Critical Illness Benefit. The Critical Illness Benefit is only available to You, the Insured Person.

**IMPORTANT NOTICE REGARDING CRITICAL ILLNESS BENEFITS**

This Critical Illness Benefit is **NOT** a long-term care policy or a nursing home insurance policy. You may use the Critical Illness Benefit for any purpose. The Critical Illness Benefit may be taxable. As with all tax matters, You should consult a personal tax advisor to determine the tax consequences prior to making an election for this Benefit.

**[BASIC] LIFE INSURANCE [AND VOLUNTARY LIFE INSURANCE BENEFITS, IF APPLICABLE,] WILL BE REDUCED IF A CRITICAL ILLNESS BENEFIT IS PAID.**

**RECEIPT OF CRITICAL ILLNESS BENEFITS MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE PROGRAMS SUCH AS, BUT NOT LIMITED TO, MEDICAID.** Because the Critical Illness Benefit is a part of this Certificate, You may be required to receive and spend all of the available funds from the Certificate prior to becoming eligible for public assistance programs

**Schedule of Benefits**

**Benefit:** Your Critical Illness Benefit is an amount equal to the lesser of:

1. [1%-75%, 1% increments] of Your [combined] amount of [Basic] [and] [[Voluntary] Life Insurance] to which You are entitled on the date You apply [in Writing] for this Benefit; or
2. [\$1,000-\$50,000, in [\$1],[5],[25],[50],[100],[500],[1,000], [\$5,000], [\$10,000], or [\$25,000] increments].

**[Minimum Benefit:** A lesser amount of the Critical Illness Benefit may be elected. [However, the minimum Critical Illness Benefit We will consider for payment is [\$1,000-\$50,000, in [\$50],[100],[500],[1,000], or [\$5,000], increments].]

**[Overall Maximum Benefit:** If this rider is issued with the [Accelerated Death Benefit] [and/or] [Long Term Care Benefit]. The maximum benefit payable under the benefits combined will be the lesser of [25%, 50%, 75%] of Your [combined] amount of [Basic] [and] [Voluntary] Life Insurance or [\$10,000 - \$250,000 , in [\$50],[100],[500],[1,000], or [\$5,000] increments].]

[At the time of payment, the Critical Illness Benefit will be reduced by an administrative charge in the amount of [\$1-\$1,000, \$1 increments]].

Payment will be made in one lump sum to You.

[Only one Critical Illness Benefit is payable with respect to You.]

## Definitions

**Blindness:** Visual acuity impaired to less than 20/200 in both eyes due to physiological or neurological factors, and/or narrowing of the visual field to less than 20 degrees. The above criteria do not include blindness due to psychiatric causes.

**Benign Brain Tumor:** A life-threatening, non-cancerous tumor in the brain that results in persistent neurological defects including but not limited to: seizures, loss of vision, loss of hearing, or balance disruption. The presence of underlying tumor must be confirmed by imaging studies such as Computerized Tomography (CT scan) or Magnetic Resonance Imaging (MRI).

For purposes of this Policy, the following are not considered Benign Brain Tumors:

- Tumors of the skull;
- Malformations in or of the arteries or veins of the brain;
- Granulomas; and
- Germanomas.

**Cancer:** The presence of a malignancy characterized by the uncontrolled and abnormal growth and spread of malignant cells including solid or malignant tumors in any part of the body, including the blood and skin. The diagnosis must be supported by histological evidence of malignancy and confirmed by a Physician.

The following conditions are excluded:

- Pre-malignant conditions or conditions with malignant potential;
- Carcinoma in situ;
- Basal cell carcinoma and squamous cell carcinoma of the skin;
- Melanoma that is diagnosed as Clark's Level I or II or Breslow less than .75mm;
- Papillary carcinoma of the bladder or stage 1 prostate cancer.

**Coma:** A profound state of unconsciousness from which one cannot be aroused to consciousness, even by powerful stimulation, as determined by a Physician. An Insured Person must be confined in a medical facility during a Coma, [and] remain in a Coma for 96 hours or more, [and require life support measures to sustain life].

**Critical Illness:** Critical Illness includes only the following: Cancer, Heart Attack, Stroke, Kidney Failure, Major Organ Failure, Benign Brain Tumor, Paralysis, Coma and Blindness.

**Diagnosis of a Critical Illness:** An initial diagnosis of a Critical Illness by a Physician first made while your insurance under the Policy is in effect.

**Heart Attack (Myocardial Infarction):** Confirmed death of heart muscle due to obstruction of blood flow, that results in: diagnostic rise of biochemical cardiac markers to levels considered diagnostic of myocardial infarction (cardiac enzyme CK-MB and Troponin T or I), with heart attack symptoms and/or new electrocardiogram (ECG) changes consistent with a heart attack. The diagnosis of Heart Attack must be made by a Physician. No benefit will be payable for this condition for: elevated biochemical cardiac markers resulting in an intra-arterial cardiac procedure including, but not limited to, coronary angiography and/or coronary angioplasty, in the absence of new ECG changes suggesting a prior myocardial infarction. Heart attack resulting from any procedure performed on the heart is not covered.

**Interest:** [The prime interest rate, as of the date the Critical Illness Benefit is paid, plus [.5%-3%, .5% increments] percent [compounded daily]. However, in no event will the interest rate exceed the greater of:

1. the current yield on 90 day treasury bills; or
2. [the current maximum statutory adjustable policy loan interest rate.][Moody's Corporate Bond Yield Averages – Monthly Average Corporates – published by Moody's Investor's Service, Inc., or any successor thereto, for the calendar month ending the month before the date [the Insured Person] applies for the Critical Illness Benefit.]



**Kidney Failure:** Permanent and irreversible failure of the function of both kidneys (end stage renal disease) from any cause requiring treatment by dialysis, or necessitating kidney transplantation.

**Major Organ Failure:** Diagnosis of major organ failure of the heart, liver, lung, bone marrow, pancreas or intestine which requires the malfunctioning organ(s) or tissue to be replaced with an organ(s) or tissue from a suitable human donor. The Insured Person must be placed on the UNOS (United Network for Organ Sharing) list for transplant.

**Paralysis:** The complete and permanent loss of the ability to move an entire extremity for [90,180,365] days or longer. Paralysis must be the result of an Injury to the brain or spinal cord and without the severance of a limb.

**Physician:** A person who is duly licensed and qualified under the law of jurisdiction to diagnose and treat illness or injury and is practicing medicine within the limits of his or her medical license.

**Stroke:** A cerebrovascular accident, including infarction of brain tissue, cerebral and subarachnoid hemorrhage, cerebral embolism and cerebral thrombosis, which produces a measurable neurological deficit persisting of at least [30, 60, 90, 180] days following the occurrence of the Stroke. Diagnosis of Stroke must include confirmation of permanent neurological damage based on findings from Magnetic Resonance Imaging (MRI), Computerized Tomography (CT scan) or other reliable imaging techniques consistent with the diagnosis of a new Stroke.

Stroke does not mean a neurological deficit due to any of the following:

- Head injury, infection, vasculitis, inflammatory disease;
- A transient neurological deficit due to a transient ischemic attack, or chronic cerebrovascular insufficiency;
- Vascular disease affecting the eye or optic nerve;
- Ischemic disorders of the vestibular system.

## CRITICAL ILLNESS BENEFIT

### What if You need money due to a Diagnosis of a Critical Illness?

You may obtain proceeds from Your [Basic][and][Voluntary] Life Insurance with a Critical Illness Benefit.

**The following Critical Illness Benefit Provision applies to Your Coverage for [Basic][and][Voluntary] Life Insurance:** The Critical Illness Benefit provides that a portion of the [Basic][and][Voluntary] Life insurance proceeds otherwise payable under the Policy as a result of death may be paid in advance under certain circumstances. Payment is made if You have a Diagnosis for a Critical Illness, subject to the terms of the Policy and this provision. All of the following conditions will apply:

1. [You or Your legal representative must request [in Writing] to have this Benefit paid while Your insurance is in effect.]
2. [We must be provided with the Written permission of Your irrevocable Beneficiary or assignee for the Life insurance proceeds otherwise payable under the Policy, prior to paying this Benefit. [If You live in a community property state, We must have Written permission of Your Spouse.]]
3. [You must be eligible for the Waiver of Premium Benefit For Disabled Employees included under the Policy. However, this Benefit may be payable prior to Your having satisfied the requirement of being disabled for a continuous period of [1-36 [month, months].]
4. [At the time of application, You must be under age [50-99, 1 year increments]].
5. [Premium payments must continue, and will be based on the reduced amount of Your insurance.]
6. We must receive Proof satisfactory to Us that You have a Diagnosis of a Critical Illness.
7. You must be living at the time this Benefit is to be paid.
8. The Diagnosis must be the initial diagnosis for the Critical Illness and occur while Your insurance under the Policy is in effect.

**Does the payment of benefits under this rider affect the original [Basic] [and] [Voluntary] Life Insurance Amounts of Insurance?** Yes. The amount of life insurance otherwise payable on Your death in accordance with the other terms of the Policy will be reduced by the amount of this Benefit [plus Interest

calculated from the date this Benefit is paid to the date of death]. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

[If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Policy within [[1-36] [month, months]] of the date of application for this Benefit, then the Benefit will be based on such reduced amount. If Your insurance would otherwise terminate within [[1-36] [month, months]] of the date of application for this Benefit, then the Critical Illness Benefit will not be paid.]

Payment of this Benefit does not guarantee that the remainder of Your death Benefit will eventually be paid. Insurance must still be in force under the Policy at the time of Your death for the remainder of the life insurance Benefit to be paid. All limitations and exclusions under the Policy will still apply. Payment of the Critical Illness Benefit discharges Us of all liability under the Policy to the extent of the payment.

**[Are there limitations if You were treated prior to the Effective Date of Your Coverage?**

Yes. There may be limits on Pre-existing Conditions.]

**[What is a Pre-existing Condition and how does it affect the Benefits?**

[Pre-Existing Condition: A Pre-Existing Condition is an Illness or Injury [[(a) that would have caused an ordinarily prudent person to seek medical advice, diagnosis, care or treatment during the [3,6,12] months immediately prior to Your Effective Date;][(b) for which medical advice, diagnosis, care or treatment was recommended or received within [3,6,12] months immediately prior to Your Effective Date]

[A condition will no longer be considered a Pre-existing Condition when You have been covered under this Policy for [6,12,24] consecutive months from Your Effective Date. ]]

**How do I file a claim?**

You will follow the same claims procedures that are described in the CLAIMS PROVISIONS of the Certificate.

We reserve the right to have You examined by one or more Licensed Physicians of Our choice in connection with any Claim for Critical Illness Benefit. Such an examination will be done at Our expense. Final determination of eligibility will be made by Us.

## **EXCLUSIONS AND LIMITATIONS**

**When would a Critical Illness Benefit payment not be available?**

No Critical Illness Benefit will be payable if We have been notified that all or a portion of Your Life Benefits are to be paid to Your former Spouse as part of a divorce agreement.

If the Critical Illness Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.

In addition, Benefits are not available if Critical Illness is due to:

1. Intentionally self-inflicted injuries or attempts at suicide (either while sane or insane);
2. Committing or attempting to commit a felony;
3. A condition for which the Insured Person can receive benefits under Worker's Compensation;
4. A mental, psychoneurotic, or personality disorder without evidence of organic disease.
5. Alcoholism or drug addiction, unless addiction results from administration of drugs for treatment prescribed by a Provider;
6. Service in the armed forces or units auxiliary thereto;
7. An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
8. Pre-existing Conditions;
9. [Voluntary poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof;]
10. [Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Provider;]

11. Participating in any activity or event, including the operation of a vehicle, while being under the influence of any drug, narcotic, intoxicant or chemical (unless prescribed by a Provider and taken according to the Provider's instructions) [as defined by the law of the jurisdiction in which the accident occurred]. [Conviction is not necessary for determination of being "under the influence"];
12. [Participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;]
13. [Riding, driving, or testing a Motorized Vehicle used in a race or speed contest, sport, exhibition work or test driving. A Motorized Vehicle for the purpose of this provision means any self-propelled vehicle or conveyance, including [but not limited to] automobiles, trucks, motorcycles, ATVs, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats and personal watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair;]
14. [Any period while You are confined to a penal or correctional institution;]
15. Participation in any riot or violent disorder; and
16. [An Injury which arises out of or in the course of Your employment.]

**When do Your benefits under this rider terminate?**

The benefits terminate on the earliest to occur of:

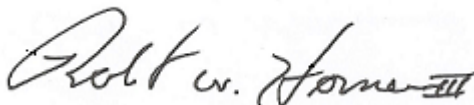
1. The [first of the month] [or] [day next] following the date We receive written request by the Policyholder to terminate this rider.
2. Upon termination under the Certificate per the section entitled WHEN COVERAGE BEGINS AND ENDS.
3. [As part of Our assessment of your eligibility for benefits under this Rider, the date You refuse to be examined by a Physician when requested by Us.]
4. The date the Maximum Lifetime Benefit or Overall Maximum Benefit is reached.

Coverage will terminate at 12:01 AM on any given termination date.


**ADDITIONAL PROVISIONS**

**Representations and Contestability:** All statements submitted in the Enrollment Form for this rider by or on behalf of You will, in the absence of fraud, be deemed representations and not warranties. The validity of this rider with respect to the You will not be contestable after it has been in force for two years during such person's lifetime.

**Reinstatement:** If insurance under the Certificate and this rider terminates per the WHEN COVERAGE BEGINS AND ENDS section of the Certificate and You subsequently become eligible for insurance under the Policy, insurance under this rider may become available pursuant to the provision entitled "What happens if You return to [Active Work][eligible status]?".



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY**  
**Columbus, Ohio**

**LONG TERM CARE RIDER**

Attached to and made part of this Policyholder's Group [Basic] [Voluntary] [Term] [Life Plan] Policy and each Certificate of Insurance issued under such policy. It is hereby agreed that the Policy and Certificate are amended by adding the Long Term Care Benefit provision as defined below. All other terms of the Policy and Certificate remain unchanged.

[The effective date of this rider is the effective date of the certificate to which this rider is attached.]  
[Effective Date: \_\_\_\_\_]

Subject to the Benefits and Limitations in the Policy and Certificate, this Rider allows You to obtain a portion of the proceeds from Your [Basic][and][Voluntary] Life Insurance with this Long Term Care Benefit. This Long Term Care Benefit is only available to You, the Insured Person.

**NOTICE TO BUYER: THE POLICY MAY NOT COVER ALL THE COSTS ASSOCIATED WITH LONG TERM CARE INCURRED BY YOU WHILE COVERAGE UNDER THE POLICY IS IN EFFECT. YOU ARE ADVISED TO REVIEW CAREFULLY ALL CERTIFICATE LIMITATIONS. ANY BENEFIT PAID UNDER THIS RIDER WILL IMPACT THE POLICY AND MAY ALSO IMPACT THE INSURED'S ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS.**

The impact on the policy is discussed in the "Does the payment of benefits under this rider affect the original [Basic] [and] [Voluntary] Life Insurance Amounts of Insurance?" section of this rider.

**Taxation:** This Long Term Care Rider is intended to be a federally tax qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended. **Benefits paid under this rider may be taxable. If so, You or Your Beneficiary may incur a tax obligation. As with all tax matters, You should consult Your personal tax advisor to assess the impact of this benefit.**

<b>Schedule of Benefits</b>
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**Waiting Period:** [1-365][days][1-12][months]

**Monthly Benefit:** The monthly benefit for Long Term Care Facility confinement will be equal to [1%-4%, .5% increments] of Your [Basic][and][Voluntary] Amount of Insurance shown in the Schedule of Benefits.

The monthly benefit for Community Care will be equal to [1%-4%, .5% increments] of Your [Basic][and][Voluntary] Amount of Insurance shown in the Schedule of Benefits.

**[Maximum Lifetime Benefit:** The Maximum Lifetime Benefit for Community Care and Long Term Care Facility combined will not exceed the lesser of [25%, 50%, 75%] of Your [Basic] [and] [Voluntary] Amount of Life Insurance or [\$1,000-\$50,000, in \$1,000 increments].]

**[Overall Maximum Benefit:** If this rider is issued with the [Accelerated Death Benefit] [and/or] [Critical Illness Benefit], the maximum benefit payable for all benefits combined will be the lesser of [25%, 50%, 75%] of Your [Basic][and][Voluntary] Amount of Life Insurance or [\$10,000-\$250,000, in \$5,000 increments].]

## Definitions

**Activities of Daily Living:** Activities of Daily Living refers to those activities which measure Your ability for self care. The six key Activities of Daily Living used in this rider to determine the level of care needed by the Insured are:

1. Bathing;
2. Continence;
3. Dressing;
4. Eating;
5. Toileting; and
6. Transferring.

**Adult Day Care:** A community based group program for 6 or more impaired adults that provides health, social, rehabilitation and related support services for an Insured Person living at home who can benefit from care in an Adult Day Care Facility during the day, on less than a 24 hour basis.

**Adult Day Care Facility:** A facility which is licensed or certified by the state as an Adult Day Care facility for impaired adults, if the state which the facility is located licenses such facilities. If the state does not license Adult Day Care facilities, the facility must meet all of the following criteria:

1. The facility must be providing Adult Day Care at least 6 days a week for a minimum of 5 hours per day;
2. The facility must not be an overnight facility;
3. The facility must maintain a record for each client which includes a plan of care prescribed by a Provider and a record of all services provided;
4. The facility must have established procedures for obtaining appropriate aid in the event of a medical emergency;
5. The facility must have formal arrangement for providing services from:
  - a. dietician;
  - b. licensed physical therapist;
  - c. licensed speech therapist;
  - d. licensed occupational therapist; and
6. The facility must have on staff:
  - a. A full-time director;
  - b. One or more nurses in attendance during operating hours for at least 4 hours per day; and
  - c. Adequate number of full-time staff members to maintain a client-to-staff ratio of 8 or less to 1.

Adult Day Care Facility does not refer to:

1. A facility which primarily treats drug addicts or alcoholics;
2. A facility which primarily provides domiciliary, residency, or retirement care; or
3. A facility owned or operated by a member of the Insured Person's immediate family

**Assisted Living Care:** A program at an Assisted Living Facility for individuals whose condition is such that it precludes total independent living. The care provides services and health care designed to meet the individual needs of persons who require assistance with the Activities of Daily Living, but who do not need the level of service provided by Custodial Care, Skilled Nursing Care or Intermediate Care.

**Assisted Living Facility:** A facility that meets all of the following criteria:

1. The facility must be licensed to provide services and care under the laws of the state where the facility is located;
2. The facility must be primarily engaged in providing ongoing care and related services to at least ten in-patients in one location;
3. The facility must maintain written records of services furnished to each client.
4. The facility must provide 24 hour a day care and services sufficient to support needs of an individual who is dependent in performing at least two of the Activities of Daily Living or be suffering from Cognitive Impairment.
5. The facility must have trained or certified aides on duty at all time to provide care in accordance with any laws which apply to the provision of such care;
6. The facility must provide three meals a day and accommodate special dietary needs;

7. The facility must have formal arrangements with a Provider to furnish medical care in case of emergency; and
8. The facility must have appropriate methods and procedures for handling drugs and biological.

An Assisted Living Facility does not refer to:

1. A facility which primarily treats drug addicts or alcoholics;
2. A facility which primarily provides domiciliary, residency, or retirement care;
3. A facility owned or operated by a member of the Insured's immediate family; or
4. A facility that operates as a motel, hotel, boarding house, or place of rest.

**Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.

**Cognitive Impairment:** A severe deficiency in the Insured's short or long term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness. Included are nervous or mental disorders of organic origin, including Alzheimer's Disease and senile dementia, which are determined by clinical diagnosis or tests.

**Community Care:** Home Health Care, Assisted Living Care or Adult Day Care.

**Continence:** The ability to maintain control of bowel or bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag).

**Custodial Care:** Custodial Care means personal assistance and care provided to You in a Long Term Care Facility when You are admitted as a resident patient and are under the care of a Provider. Custodial Care includes assistance in the Activities of Daily Living. Persons eligible for Custodial Care are those who are unable to care for themselves due to age, illness, or mental impairment, but who do not require Skilled Nursing Care or Intermediate Care. Custodial Care must be performed under the orders of a Provider.

**Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.

**Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously.

**Waiting Period:** A Waiting Period is a period of time following eligibility for Long Term Care Benefits for which no benefits are payable. The Long Term Care Rider will have a Waiting Period of [1-365][days] [1-12] [months]. Benefits will not be paid until the Waiting Period is satisfied and benefits will not be retrospectively paid for the Waiting Period. The Waiting Period can be satisfied by any combination of days of Long Term Care Facility stay or days of Community Care. These days of care or services need not be continuous, but must be accumulated within a continuous period of [90-730] days.

**Family Member:** A person who is related to You in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, parent (including step-parent), brother or sister (including step-brother or step-sister), or Child (including legally adopted, step or foster child). A Family Member includes an individual who normally lives in Your household.

**Home Health Care:** Home Health Care means personal assistance and care provided by a Home Health Care Practitioner in a private home to the Insured who is under the care of a Provider and whose condition is such that it precludes total independent living. The care provides services and health care designed to meet the individual needs of persons who require assistance with the Activities of Daily Living, but who do not need the level of service provided by Custodial Care, Skilled Nursing Care or Intermediate Care. Care is provided by a Hospital with a valid operating certificate or by a home health service or agency with a valid certificate. It must be certified, by an attending Provider, that confinement in a Hospital or Long Term Care Facility is required if Home Health Care is not provided.

**Home Health Care Practitioner:** An individual who is qualified to provide Home Health Care. A Home Health Care Practitioner includes the following: a home health aide, certified nurse assistant, medical social worker, occupational therapist, speech therapist, physical therapist, total parenteral nutrition specialist, enterostomal specialist, chemotherapy specialist, licensed visiting nurse, licensed vocational nurse (LVN), licensed practical nurse (LPN), or licensed graduate nurse (RN). A practitioner whose specialty is not listed here may be used if approved by us prior to the practitioner providing the service. A Home Health Practitioner:

1. Must be licensed to practice in the state in which the care is provided;
2. Must not be a Family Member;

3. Must not reside at the Insured's address;
4. Must present a charge for the care given which the Insured is legally obligated to pay; and
5. Must be employed or contracted by a Hospital or home health service or agency.

**Hospital:** An institution that:

1. Operates pursuant to law; and
2. Has 24 hour nursing services by registered nurses; and
3. Has a staff of one or more doctors; and
4. Provides inpatient therapeutic and diagnostic service for Injury or Illness; and
5. Provides facilities for major surgery or has a formal arrangement with another institution for surgical facilities; and
6. Is approved by the Joint Commission on the Accreditation of Health Care Facilities as a Hospital (JCAHO); or
7. Is approved the American Hospital Association (AHA); or
8. Is approved by the American Osteopathic Healthcare Association (AOHA); or
9. Is approved by the American Commission on Accreditation of Rehabilitation Facilities (CARF).

**Illness:** Includes:

1. An illness that impairs normal functioning of mind or body; and
2. The pregnancy, childbirth and related medical conditions

**Injury:** Bodily harm which is the direct result of an Accident and not related to any other cause.

**Intermediate Care:** Intermediate Care means medically necessary care provided under the supervision of a registered nurse or a Provider in a Long Term Care Facility to the Insured who is admitted as a resident patient. These services are provided to persons who do not require the degree of care and treatment of Skilled Nursing Care but who, because of their mental or physical condition, require care and services above the level of Custodial Care. It must be certified by an attending Provider that Intermediate Care in a Long Term Care Facility is medically needed.

**[Interest:** [The prime interest rate, as of the date the Accelerated Death Benefit is paid, plus [.5%-3%, .5% increments] percent [compounded daily]. However, in no event will the interest rate exceed the greater of:

1. the current yield on 90 day treasury bills; or
2. the current maximum statutory adjustable policy loan interest rate.][Moody's Corporate Bond Yield Averages – Monthly Average Corporates – published by Moody's Investor's Service, Inc., or any successor thereto, for the calendar month ending the month before the date [the Insured] applies for the Accelerated Death Benefit.]]

**Long Term Care Facility:** Long Term Care Facility refers to any facility, other than a Hospital, which provides Skilled Nursing Care, Intermediate Care, or Custodial Care, and is licensed by the appropriate state licensing agency. It must also have:

1. A registered graduate nurse on duty at all times to supervise 24-hour nursing service;
2. A Provider to supervise the operation of the facility;
3. A planned program of policies and procedures which was developed with the advice of a professional group of at least one Provider and one nurse; and
4. A Provider available to furnish emergency medical care.

Long Term Care Facility does not refer to:

1. A facility which primarily treats drug addicts or alcoholics;
2. A facility which primarily provides domiciliary, residency, or retirement care; or
3. A facility owned or operated by a member of the Insured's immediate family.

**Provider:** For purposes of this Rider, Provider is a person who is licensed to practice the healing arts including but not limited to Medical Doctor (MD) and Doctor of Osteopathy (DO). Provider does not include You or any Family Member. The Provider must be authorized by law and duly licensed by the appropriate state regulatory agency and he or she must perform only those services permitted by his or her license.

**Skilled Nursing Care:** Skilled Nursing Care means medically necessary care provided or supervised by a registered nurse or a Provider in a Long Term Care Facility to the Insured who is admitted as a resident patient. It must be certified by an attending Provider that Skilled Nursing Care in a Long Term Care Facility is medically needed on a daily basis.

**Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.

**Transferring:** Sufficient mobility to move into or out of a bed, chair or wheelchair or to move from place to place, either via walking, a wheelchair or other means.

## LONG TERM CARE BENEFIT

**What if I need money for expenses related to Long Term Care Facility confinement or Community Care prior to death?**

You may obtain a portion of the proceeds from Your [Basic] [and] [Voluntary] Life Insurance with this Long Term Care Benefit.

**How do I become eligible for this Long Term Care Benefit?**

In order for benefits to be payable as a result of Your confinement in a Long Term Care Facility, You must satisfy the following eligibility conditions:

1. The Waiting Period is satisfied; and
2. Your Long Term Care Facility confinement begins before your 60<sup>th</sup> birthday; and
3. Your Long Term Care Facility confinement begins after the Effective Date of Coverage and while this rider and Policy is in force; and
4. Confinement is medically necessary and is based on physical limitations which prohibit two or more of six Activities of Daily Living in a non-institutional environment; and
5. While confined for Skilled Nursing Care or Intermediate Care, You receive a planned program of observation and treatment. This program must:
  - a. be under the supervision of a Provider other than an employee of the Long Term Care Facility; and
  - b. be continued in accordance with generally accepted standards of medical practice for the Injury or Illness; and
6. While confined in a Long Term Care Facility, You are dependent in performing at least two of the key Activities of Daily Living or are suffering from Cognitive Impairment.

In order for Community Care benefits to be payable, You must satisfy the following eligibility conditions:

1. The Waiting Period must be satisfied; and
2. Your Community Care confinement must begin before your 60<sup>th</sup> birthday; and
3. Your Community Care must begin after the Effective Date of Coverage and while this rider and Policy is in force; and
4. The attending Provider certifies that confinement in Hospital or Long Term Care Facility would have been required if Community Care were not provided; and
5. For Home Health Care, personal assistance and care is provided to You in a private home under the care of a Provider. Such care must be provided by a Hospital, or by a home health service or agency with a valid certificate of approval; and
6. For Adult Day Care or Assisted Living Care, personal assistance and care is provided to You in an Adult Day Care Facility or Assisted Living Care Facility; and
7. You must be dependent in performing at least two of the Activities of Daily Living or be suffering from Cognitive Impairment.

We must receive documentation from the attending Provider or the facility providing the care that You have satisfied the above eligibility conditions. In addition, You must provide Us with a statement of medical necessity from Your primary treating Provider that includes Your diagnoses, current medical condition, expected level of recovery over the next [3, 6, 9, or 12] months and explanation of the level of care required.

[After Your initial approval for Coverage under this rider, We reserve the right to have You examined by a Provider of Our choosing and at Our expense whenever reasonably necessary, but not more than once every [30-90] [3, 6, 9, 12] [days] [months]. [Final determination of Your continued eligibility under this Rider will be made by Us.]]

You are not eligible for both Community Care and Long Term Care Facility confinement benefits in the same month.



**When do benefits begin?**

Once the above eligibility requirements have been met and Your benefit claim is approved by Us, We will provide either a monthly Long Term Care Facility benefit or a monthly Community Care benefit as shown in the Schedule above. The benefit will be payable for each full calendar month, defined herein as 30 days, of continuous Long Term Care or Community Care, but in no event will benefits be payable for more than [6,9,12,18, 24, 36] [consecutive] months. The monthly payment will be paid to You, the Insured.

**[Are premiums due under the Long Term Care Rider while benefits under this rider are being paid?**

Premiums may be waived in accordance with the Waiver of Life Insurance Premium Benefits section of the group policy. ] You must be eligible for the Waiver of Premium Benefit to receive benefits under this Rider, however this Benefit may be payable prior to Your having satisfied the requirement of being disabled for a continuous period of [6, 9, 12] months. You must satisfy the eligibility requirements indicated in the section "How do I become Eligible for Long Term Care Benefits?" and You must pay any required premium due during the Waiver of Premium Elimination Period.

**Does the payment of benefits under this rider affect the original [Basic] [and] [Voluntary] Life Insurance Amounts of Insurance?**

Yes. The amount of life insurance otherwise payable on Your death in accordance with the other terms of the Certificate will be reduced by the amount of this Benefit [plus Interest calculated from the date this Benefit is paid to the date of death]. Such reduction will also apply to any amount You would otherwise be eligible to apply for under the Conversion provision.

[If the life insurance applicable to You would otherwise reduce in accordance with the other terms of the Certificate within [[1-36] [month, months]] of the date of application for this Benefit, then the Benefit will be based on such reduced amount. If Your insurance would otherwise terminate within [[1-36] [month, months]] of the date of application for this Benefit, then the Long Term Care Benefit will not be paid.]

Payment of this Benefit does not guarantee that the remainder of Your death Benefit will eventually be paid. Insurance must still be in force under the Certificate at the time of Your death for the remainder of the life insurance Benefit to be paid. All limitations and exclusions under the Certificate will still apply. Payment of the Long Term Care Benefit discharges Us of all liability under the Certificate to the extent of the payment.

**What if I experience a temporary interruption in Long Term Care Benefits?**

If You require Long Term Care Benefits due to the same or related cause as that of a prior period of Long Term Care or Community Care, We will consider it to be a continuation of the prior period if less than [30, 60, 90] days have passed. You will not have to satisfy a new Waiting Period.

If [30, 60, 90] or more days have passed, We will consider it to be a new period of Long Term Care or Community Care and a new Waiting Period must be satisfied. The Waiting Period is shown in the Schedule of Benefits of this Rider.

**How do I file a claim?**

You will follow the same claims procedures that are described in the CLAIMS PROVISIONS of the Certificate.

**When do Your benefits under this rider terminate?**

The benefits terminate on the earliest to occur of:

1. The [first of the month] [or] [day next] following the date We receive written request by the Policyholder to terminate this rider.
2. Upon termination under the Certificate per the section entitled WHEN COVERAGE BEGINS AND ENDS.
3. On the date when You are able to perform 5 or more of the 6 Activities of Daily Living or You no longer meet any one of the conditions in the section of this rider titled, "How do I become eligible for this Long Term Care Benefit?"
4. The date the Maximum Lifetime Benefit or Overall Maximum Benefit is reached.
5. [As part of Our assessment of your eligibility for benefits under this Rider, the date You refuse to be examined by a Physician when requested by Us.]
6. Except as indicated in the section "What if I experience a temporary interruption in Long Term Care or Community Care?" on the date that You stop receiving Long Term Care Benefits, Coverage will terminate at 12:01 AM on any given termination date.

## EXCLUSIONS AND LIMITATIONS

**When would a Long Term Care Benefit payment not be available?**

[No Long Term Care Benefit will be payable if We have been notified that all or a portion of Your Life Benefits are to be paid to Your former Spouse as part of a divorce agreement.]

[If the Long Term Care Benefit election is forced by creditors or government agencies, We will honor it only to the extent required by law.]

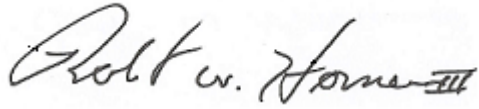
In addition, Benefits are not available if the Long Term Care Facility confinement or Community Care is required due to:

1. Intentionally self-inflicted injuries or attempts at suicide (either while sane or insane);
2. Committing or attempting to commit a felony;
3. A condition for which the Insured can receive benefits under Worker's Compensation;
4. A mental, psychoneurotic, or personality disorder without evidence of organic disease (Alzheimer's Disease and senile dementia are not excluded from coverage);
5. Alcoholism or drug addiction, unless addiction results from administration of drugs for treatment prescribed by a Provider;
6. Service in the armed forces or units auxiliary thereto;
7. An act or accident of war, declared or undeclared, whether civil or international, or any substantial armed conflict between organized forces of a military nature;
8. Pre-existing Conditions;
9. [Voluntary poisoning in any form, including, but not limited to, ingestion or inhalation of gas, fumes, chemicals, drugs, alcohol or any combination thereof;]
10. [Being under the influence of any drug, narcotic, intoxicant or chemical, unless administered by or taken according to the advice of a Provider;]
11. Participating in any activity or event, including the operation of a vehicle, while being under the influence of any drug, narcotic, intoxicant or chemical (unless prescribed by a Provider and taken according to the Provider's instructions) [as defined by the law of the jurisdiction in which the accident occurred]. [Conviction is not necessary for determination of being "under the influence";]
12. [Participating in any hazardous activities, including the sports of snowmobile, ATV (all terrain or similar type wheeled vehicle), personal watercraft, sky diving, scuba diving, skin diving, hang gliding, cave exploration, bungee jumping, parachute jumping or mountain climbing;]
13. [Riding, driving, or testing a Motorized Vehicle used in a race or speed contest, sport, exhibition work or test driving. A Motorized Vehicle for the purpose of this provision means any self-propelled vehicle or conveyance, including [but not limited to] automobiles, trucks, motorcycles, ATVs, snow mobiles, tractors, golf carts, motorized scooters, lawn mowers, heavy equipment used for excavating, boats and personal watercraft. Motorized Vehicle does not include a medically necessary motorized wheelchair;]
14. [Any period while You are confined to a penal or correctional institution;]
15. Participation in any riot or violent disorder; and
16. [An Injury which arises out of or in the course of Your employment.]
17. Confinement or care which would be provided without charge in the absence of insurance.
18. Confinement or care received outside the United States.
19. Confinement or care to the extent that benefits are payable under Medicare or would be so reimbursable but for the application of a deductible or coinsurance amount.

## ADDITIONAL PROVISIONS

**Representations and Contestability:** All statements submitted in the Enrollment Form for this rider by or on behalf of You will, in the absence of fraud, be deemed representations and not warranties. The validity of this rider with respect to You will not be contestable after it has been in force for two years during Your lifetime.

**Reinstatement:** If insurance under the Certificate and this rider terminates per the WHEN COVERAGE BEGINS AND ENDS section of the Certificate and You subsequently become eligible for insurance under the Policy, insurance under this rider may become available pursuant to the provision entitled, "What happens if You return to [Active Work][eligible status]?".

Handwritten signature of Robert W. Horn III in black ink.

Secretary

Handwritten signature of Mark R. Mark in black ink.

President

SERFF Tracking Number: NWLC-126445790 State: Arkansas  
Filing Company: Nationwide Life Insurance Company State Tracking Number: 44624  
Company Tracking Number: CI AND LTC RIDER  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: CI and LTC Rider  
Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> Read Cert.pdf		
<b>Satisfied - Item:</b> Application <b>Comments:</b> Form # NSHEMP 2300 was approved on 04/21/2009 with original filing.		
<b>Satisfied - Item:</b> NSHGTL 2400 CI - EOV <b>Comments:</b> <b>Attachment:</b> NSHGTL 2400 CI - EOV.pdf		
<b>Satisfied - Item:</b> NSHGTL 2400 LTC - EOV <b>Comments:</b> <b>Attachment:</b> NSHGTL 2400 LTC - EOV.pdf		

CERTIFICATION OF COMPLIANCE WITH  
INSURANCE POLICY SIMPLIFICATION REQUIREMENTS

Name and Address of Insurer:

**Nationwide Life Insurance Company**  
**5525 Parkcenter Circle**  
**Dublin, OH. 43017-3584**  
**Mail Code: CO-01-30**

Policy/Certificate Form Number(s):

NSHGTL 2400 CI                      Critical Illness Rider  
NSHGTL 2400 LTC                  Long Term Care Rider

I certify that, to the best of my knowledge and belief, the policy/certificate forms are in compliance with the Flesch reading ease score and the other requirements set forth in the Insurance Policy Language Simplification Act of the State of Arkansas.

A handwritten signature in black ink, appearing to read "Tom DeNoma". The signature is fluid and cursive, with a large loop at the beginning.

Tom DeNoma  
Associate Vice President

Date: January 20, 2010

## STATEMENT OF VARIABILITY

### NATIOWIDE LIFE INSURANCE COMPANY

#### **NSHGTL 2400 CI – CRITICAL ILLNESS RIDER**

All wording that is bracketed will either be in or out. No new wording will be added.

- Schedule of Benefits. All bracketed items will either be in or out. No changes in verbiage will occur. Numerical ranges are given throughout.
  - Benefit – Actual benefit will be substituted.
- Definitions. All bracketed items will either be in or out. No changes in verbiage will occur.
- Critical Illness Benefit. All bracketed items will either be in or out depending on the critical illness benefit chosen by the policyholder.
- Exclusions and Limitations. All bracketed items will either be in or out depending on the exclusions and limitations chosen by the policyholder.
- Additional Provisions. All bracketed items will either be in or out. No changes in verbiage will occur.

## STATEMENT OF VARIABILITY

### NATIONWIDE LIFE INSURANCE COMPANY

#### **NSHGTL 2400 LTC – LONG TERM CARE RIDER**

All wording that is bracketed will either be in or out. No new wording will be added.

- Schedule of Benefits. All bracketed items will either be in or out. No changes in verbiage will occur. Numerical ranges are given throughout.
  - Waiting Period – Actual waiting period will be substituted.
  - Monthly Benefit – Actual monthly benefit will be substituted.
- Definitions. All bracketed items will either be in or out. No changes in verbiage will occur.
- Long Term Care Benefit. All bracketed items will either be in or out. No changes in verbiage will occur. Numerical ranges are given throughout.
- Exclusions and Limitations. All bracketed items will either be in or out depending on the exclusions and limitations chosen by the policyholder.
- Additional Provisions. All bracketed items will either be in or out. No changes in verbiage will occur.